

SNELL & WILMER  
L.L.P.  
LAW OFFICES  
CITY NATIONAL 2CAL  
350 SOUTH GRAND AVENUE  
SUITE 3100  
LOS ANGELES, CALIFORNIA 90071-3420

1 SNELL & WILMER L.L.P.  
2 Aliya L. Astaphan, Bar No. 340162  
3 aastaphan@swlaw.com  
4 City National 2CAL  
5 350 South Grand Avenue  
6 Suite 3100  
7 Los Angeles, California 90071-3420  
8 Telephone: 213.929.2500  
9 Facsimile: 213.929.2525

6 Attorneys for Plaintiff  
7 *TTEC Digital, LLC*

8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA

11 TTEC Digital, LLC, a Texas limited liability  
12 company,

13 Plaintiff,

14 v.

15 Go Configure, LLC d/b/a Go Configure, a  
16 Delaware limited liability company,

17 Defendant.

Case No. 24-cv-08295-JSC

Assigned to: Hon. Jacqueline Scott Corley  
Courtroom: 8

**SECOND AMENDED COMPLAINT  
FOR:**

**(1) BREACH OF CONTRACT;**

**(2) BREACH OF IMPLIED  
COVENANT OF GOOD FAITH AND  
FAIR DEALING;**

**(3) UNJUST ENRICHMENT**

Date Action Filed: November 21, 2024  
Trial Date: N/A

1 Plaintiff TTEC Digital, LLC. (“TTEC”), by and through counsel respectfully submits the  
 2 following Complaint against Defendant Go Configure, LLC doing business as Go Configure (“Go  
 3 Configure”) and requests that the Court enter judgment in its favor and against Go Configure.

#### 4 **PARTIES**

5 1. TTEC is a Texas limited liability company with its principal place of business at  
 6 6500 River Place Blvd., Suite 301, Austin, TX 78730.

7 2. TTEC’s sole member is TTEC Holdings, Inc. TTEC Holdings, Inc. is a Delaware  
 8 corporation with its principal place of business at 6312 S. Fiddler’s Green Circle, Suite 100N,  
 9 Greenwood Village, CO 80111.

10 3. TTEC provides business process outsourcing services and designs, builds, and  
 11 operates omnichannel contact center technology, conversational messaging, and automation and  
 12 analytics solutions for various corporations along with reselling third party services.

13 4. On information and belief, Go Configure, LLC is a Delaware limited liability  
 14 company with its principal place of business at 10010 Aurora-Hudson Road, Streetsboro, OH  
 15 44241.

16 5. On information and belief, Go Configure, LLC’s sole member is AIT Worldwide  
 17 Logistics, Inc. On information and belief, AIT Worldwide Logistics, Inc. is an Illinois corporation  
 18 with its principal place of business in Itasca, Illinois.

#### 19 **JURISDICTION**

20 6. This court has jurisdiction under 28 U.S.C. § 1332 because the amount in  
 21 controversy exceeds \$75,000, exclusive of interest and costs, and is between citizens of different  
 22 states. Additionally, jurisdiction is proper in this Court pursuant to Section 10.5 of the Genesys End  
 23 User Agreement (“EUA”), which governs the parties’ relationship under the Statement of Work  
 24 (“SOW”). The EUA mandates that disputes arising from the agreement are to be adjudicated in the  
 25 United States District Court for the Northern District of California and this Court has personal and  
 26 exclusive jurisdiction over this matter.

SNELL & WILMER  
 L.L.P.  
 LAW OFFICES  
 CITY NATIONAL 2/CAL  
 350 SOUTH GRAND AVENUE  
 SUITE 3100  
 LOS ANGELES, CALIFORNIA 90071-3420

## VENUE

7. Venue is proper in this Court pursuant to the EUA’s governing law and venue clause, which provides that disputes shall be litigated in the United States District Court for the Northern District of California. Both TTEC and Go Configure agreed in the EUA that California law govern the agreement, and that the parties would submit to personal and exclusive jurisdiction in California courts.

## DIVISIONAL ASSIGNMENT

8. Divisional Assignment in San Francisco is proper pursuant to Civil Local Rule 3-2(c) pursuant to the EUA’s governing law and venue clause, which provides that disputes shall be litigated in the United States District Court for the Northern District of California.

## GENERAL ALLEGATIONS

9. TTEC hereby incorporates by this reference all preceding paragraphs of this Complaint as though fully set forth herein.

10. This is an action for breach of contract among other claims.

### **TTEC AND GO CONFIGURE ENTER INTO AGREEMENTS**

11. On or around July 3, 2019, Avtex Solutions, LLC (“Avtex”) and Step2 Discover, LLC (“Step2”) entered into a Master Sales Agreement (“MSA”). A true and correct copy of the MSA is incorporated herein and attached as “**Exhibit A.**”

12. On or around September 15, 2020, Avtex and Step2 entered into a Contract Assignment Amendment where Step2 assigned all of its rights, duties and contractual obligations in the MSA to Installations, LLC dba Go Configure. A true and correct copy of the September 15, 2020 Contract Assignment Amendment is incorporated herein and attached as “**Exhibit B-1.**”

13. On September 23, 2020, Avtex, Installations, LLC dba Go Configure, and defendant Go Configure, LLC, entered into a Consent to Assignment wherein Avtex consented to the assignment of the MSA from Installations, LLC dba Go Configure to Go Configure, LLC pursuant to an asset purchase agreement in which Go Configure, LLC agreed to purchase the assets of Installations, LLC dba Go Configure. A true and correct copy of the September 23, 2020 assignment is attached hereto as “**Exhibit B-2.**”

14. TTEC acquired Avtex in 2021 and subsequently TTEC merged with Avtex on January 1, 2023.

15. Following the MSA, Avtex and Go Configure entered an Amend and Replace Statement of Work (“SOW”) with an effective date of April 22, 2021. A true and correct copy of the SOW is incorporated herein and attached as “**Exhibit C.**”

16. In the SOW, Go Configure agreed to a three-year commitment for Genesys Cloud platform services.

17. In the SOW, Go Configure agreed that “The use of the Genesys Cloud platform is governed by the Genesys Cloud End User Agreement (“EUA”), located at [https://help.mypurecloud.com/wpcontent/uploads/2020/02/Genesys\\_Cloud\\_EUA\\_North\\_America\\_21\\_February\\_EUA.pdf](https://help.mypurecloud.com/wpcontent/uploads/2020/02/Genesys_Cloud_EUA_North_America_21_February_EUA.pdf) and the Genesys Cloud Voice Services Agreement (“PCVS”) located at <https://help.mypurecloud.com/articles/addendum-exhibitspurecloud-voice-service/>.” A true and correct copy of the EUA is incorporated herein and attached as “**Exhibit D.**”

18. As part of this agreement, the total monthly recurring monthly subscription charge was \$23,017.014 plus applicable taxes and fees along with any on-demand fees.

19. The SOW did not include any terms that allowed early termination of the Genesys Cloud platform services subscription.

20. Go Configure further agreed in the SOW: “In the event of a conflict of terms between this SOW and the MSA, this SOW shall prevail.” [Ex. C at 2].

21. Go Configure further agreed in the SOW: “By signing this SOW, Client agrees to the terms of the EUA and the PCVS and its usages of the Genesys Cloud system shall be in accordance with and bound by the EUA and PCVS.” [*Id.* at 2].

22. The EUA detailed terms and conditions that govern access to, use and termination of the Genesys Cloud Services.

23. In the EUA Go Configure agreed to the following termination provision: “Termination for Cause. Either party may terminate the Agreement upon notice and thirty (30) days opportunity to cure (if susceptible to cure) if the other party breaches a material term of the Agreement, makes an assignment for the benefit of creditors, admits in writing its inability to pay

debts as they become due, files a petition in bankruptcy under the laws of the United States (or any similar laws of any state or country) or appoints a receiver, or acquiesces in the appointment of a receiver or trustee, or liquidator. Failure to pay and violation of proprietary rights and obligations are material breaches. If, during the cure period referenced in this Section 8.1, We document an effort to promptly cure the breach, then, notwithstanding anything to the contrary, You will not terminate the Agreement while such good faith efforts are continuing. Our efforts to cure the breach may not exceed 120 days from Your notice.” [Ex. D § 8.2].

24. The EUA did not provide for any other means for either party to terminate the contract before the end of the three-year subscription period.

## **GO CONFIGURE BREACHES ITS CONTRACTUAL COMMITMENTS UNDER THE AGREEMENTS**

25. TTEC provided the Genesys services to Go Configure, as required by the SOW.

26. On March 1, 2023, Go Configure sent a Notice of Termination Letter informing TTEC that they intended to terminate the Genesys Cloud subscription and payments.

27. On March 29, 2023, TTEC sent Go Configure a Rejection of Termination letter. The letter detailed that the EUA termination provision supersedes the MSA and since Go Configure had not presented any material breaches their attempt to terminate was not permissible.

28. The Rejection of Termination letter also informed Go Configure that if they failed to make timely payments through the end of the contract term, May 2, 2024, it would be a material breach of the SOW and EUA.

29. Go Configure has not made any payments since the Rejection of Termination letter was sent.

30. Go Configure still owes TTEC \$211,775.27 under the SOW for the Genesys Cloud platform subscription.

## **FIRST CLAIM FOR RELIEF**

### **(Breach of Contract)**

31. TTEC hereby incorporates by this reference all preceding paragraphs of this Complaint as though fully set forth herein.

32. TTEC and Go Configure entered into the MSA, SOW and EUA.

33. TTEC substantially performed its duties and obligations under the MSA, SOW and EUA.

34. Go Configure breached the MSA, SOW and EUA by failing to make the payment required under the SOW for the Genesys Cloud platform subscription.

35. TTEC has suffered and continues to suffer damages as a result of Go Configure's breaches.

36. As a direct and proximate result of Go Configure's breaches, TTEC has been damaged in an amount to be determined at trial (an amount of no less than \$211,775.27), in addition to pre- and post-judgement interest and attorney's fees.

## **SECOND CLAIM FOR RELIEF**

### **(Breach of Implied Covenant of Good Faith and Fair Dealing)**

37. TTEC hereby incorporates by this reference all preceding paragraphs of this Complaint as though fully set forth herein.

38. The Agreements, individually and collectively, contain implied covenants of good faith and fair dealing which require of Go Configure honesty in fact and the observance of reasonable commercial standards.

39. Go Configure's conduct following the execution of the Agreements breached the implied covenant of good faith and fair dealing.

40. As a direct and proximate result of Go Configure's breaches, TTEC has been damaged in an amount to be determined at trial, in addition to pre- and post-judgement interest and attorney's fees.

## **THIRD CLAIM FOR RELIEF**

### **(Unjust Enrichment)**

41. TTEC hereby incorporates by this reference all preceding paragraphs of this Complaint as though fully set forth herein.

42. At the expense of TTEC, Go Configure received the benefits of TTEC's performance under the Agreements described above.

SNELL & WILMER  
L.L.P.  
LAW OFFICES  
CITY NATIONAL 2/CAL  
350 SOUTH GRAND AVENUE  
SUITE 3100  
LOS ANGELES, CALIFORNIA 90071-3420

43. Go Configure engaged in wasteful, misleading, deceitful, or otherwise improper conduct that would make it unjust for it to retain the above benefits without repaying said benefits to TTEC.

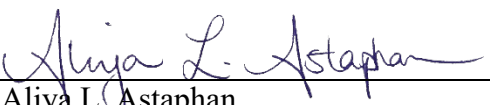
**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff TTEC Digital, LLC, respectfully requests that the Court enter judgment in its favor and against Defendant Go Configure, as follows:

1. A declaratory judgment finding and concluding at a minimum: TTEC met all duties and obligations under Agreements; and Go Configure materially breached the Agreements;
2. For all actual damages, reasonable compensatory damages, consequential damages, lost profits, and incidental damages in an amount to be determined at trial;
3. For all costs of suit, expert witness fees, investigation costs, and reasonable attorney's fees as provided for by statute, court rule, contract, or this Court;
4. For pre- and post-judgment interest on any award of damages to the extent allowed by law or contract; and
5. For all such other and further relief as the Court deems just and proper.

Dated: May 29, 2025

SNELL & WILMER L.L.P.

By:   
Aliya L. Astaphan

Attorneys for Plaintiff  
TTEC Digital, LLC